# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rockfish Seafood Grill, LLC		107/23/2008 1	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Rockfish Acquisition Company		
Street Address:	1845 Woodall Rogers Freeway		
Internal Address:	Suite 1700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3000962	MAY THE FISH BE WITH YOU.
Registration Number:	2917430	FISH ON THE FLY
Registration Number:	2766936	FISH ON THE FLY
Registration Number:	2775746	GSNALOC
Registration Number:	2756378	GREAT SEAFOOD, NOT A LOT OF CLAMS
Registration Number:	2686180	ROCKFISH SEAFOOD GRILL
Registration Number:	2339806	ROCKFISH SEAFOOD GRILL

# **CORRESPONDENCE DATA**

Fax Number: (214)200-0384

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.651.5116

Email: susan.myers@haynesboone.com

Correspondent Name: Haynes and Boone, LLP

> **TRADEMARK REEL: 003826 FRAME: 0204**

Address Line 1: 901 Main Street Address Line 2: Suite 3100 Address Line 4: Dallas, TEXAS 75202-3789 ATTORNEY DOCKET NUMBER: 19886.23 NAME OF SUBMITTER: Andrew S. Ehmke Signature: /Andrew S Ehmke/ 07/31/2008 Date: **Total Attachments: 3** source=RockfishAssignment#page1.tif source=RockfishAssignment#page2.tif source=RockfishAssignment#page3.tif

**TRADEMARK** 

**REEL: 003826 FRAME: 0205** 

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of July 23, 2008, between Rockfish Seafood Grill, LLC, a Delaware limited liability company having its principal place of business at 801 E. Campbell Road, Suite 450, Richardson, Texas 75081 ("Assignor"), and Rockfish Acquisition Company, a Delaware corporation having its principal place of business at 1845 Woodall Rogers Freeway, Suite 1700, Dallas, Texas 75201 ("Assignee").

WHEREAS, Assignor owns the entire right, title, and interest in the trademarks and trademark registrations for the trademarks as set forth below (including any common law rights associated therewith) (collectively, the "Marks"):

Mark	Registration No.	Registration Date	Type	Status
MAY THE FISH BE WITH YOU	3,000,962	9/27/05	Federal	Active
FISH ON THE FLY	2,917,430	1/11/05	Federal	Active
FISH ON THE FLY	2,766,936	9/23/03	Federal	Active
GSNALOC	2,775,746	10/21/03	Federal	Active
GREAT SEAFOOD, NOT A LOT OF CLAMS	2,756,378	8/26/03	Federal	Active
ROCKFISH SEAFOOD GRILL	2,686,180	2/11/03	Federal	Active
ROCKFISH SEAFOOD GRILL	2,339,806	4/11/00	Federal	Active
ROCKFISH SEAFOOD GRILL	58,301	12/7/98	Texas	Active

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of June 26, 2008 (the "Asset Purchase Agreement"), pursuant to which, on the Closing Date (as such term is defined in the Asset Purchase Agreement), Assignor will sell certain of its assets to Assignee, including its entire right, title, and interest in the Marks together with the goodwill associated with the Marks;

WHEREAS, pursuant to Section 1.1(l) of the Asset Purchase Agreement, Assignee desires to acquire and Assignor desires to assign the Marks; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights, title, and interest in and to the Marks and the goodwill of the business associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns unto Assignee, and its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill associated with the Marks, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Marks or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.

\* \* \* \* \*

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IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed this Agreement as of the day and year first set forth above.

# **ASSIGNOR**

 $\operatornamewithlimits{\texttt{ROCKFISH}}_{\bigvee} \ \operatorname{\textbf{SEAFOOD}} \ \operatorname{\textbf{GRILL}}_{\bigvee} \ \operatorname{\textbf{LLC}}$ 

By: Randall DeWitt

Title: Chief Executive Officer

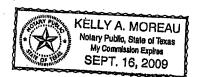
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TRADEMARK REEL: 003826 FRAME: 0207 STATE OF TEXAS
COUNTY OF DALLAS

On this 23<sup>rd</sup> day of 244, 2008, before me a notary public, the undersigned, personally appeared Randall DelWitt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public



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**RECORDED: 07/31/2008** 

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